

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: September 20, 2006

Division: County Attorney

Bulk Item: Yes xx No

Department: County Attorney

Staff Contact Person: Bob Shillinger x3470

AGENDA ITEM WORDING: Approval of settlement agreement in Monroe County v. Dorothy Hough, et al, CA K 05-667.

ITEM BACKGROUND:

After several proposals and counter-proposals, staff has negotiated a settlement agreement in the above-referenced action to collect an unpaid code enforcement fine. Under the agreement, the defendants would pay the County \$15,000.00 to satisfy both the fines and the County's costs and attorney's fees. Those funds have been received and are being held pending approval of the agreement by the Board.

The County obtained a code enforcement lien against the Key Largo property owned by Mrs. Hough and her two adult children. The lien was imposed after her son built a garage in the setbacks without benefit of a permit. Since it took 3 ½ years and legal action to bring about compliance, the Board has rejected three previous offers to settle for lesser amounts. The lien had exceeded \$61,000 when the property was finally brought into compliance.

PREVIOUS RELEVANT BOCC ACTION:

On 9/17/03, the BOCC authorized collection action; on 9/28/05, the BOCC rejected the owner's offer to settle for \$2,500.00; on 1/18/06, the Board rejected the Defendants' offer to settle for \$4,500; on April 19, 2006, the Board rejected an offer to settle for \$10,000.00.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval.

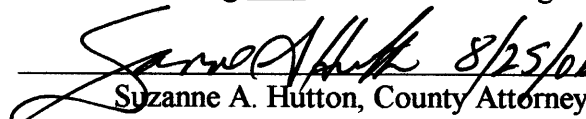
TOTAL COST: n/a **BUDGETED:** Yes xxx No

COST TO COUNTY: n/a **SOURCE OF FUNDS:** n/a

REVENUE PRODUCING: Yes xx No **AMOUNT PER MONTH** n/a **Year** n/a
\$15,000.00 one time payment.

APPROVED BY: County Atty xx OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:

 8/25/06
Suzanne A. Hutton, County Attorney

DOCUMENTATION: Included xx Not Required

DISPOSITION: **AGENDA ITEM #**

IN THE COUNTY COURT OF THE 16TH JUDICIAL CIRCUIT
IN AND FOR MONROE COUNTY, FLORIDA
CIVIL DIVISION

Monroe County,

Plaintiff,

v.

Dorothy F. Hough,
Dianne Hough and
Barry Hough,

Defendants.

_____ /

Case No.: CAP-05-160

Judge Luis M. Garcia

SETTLEMENT AGREEMENT

The Plaintiff Board of County Commissioners of Monroe County (hereinafter ("the County") and the Defendants Dorothy Hough, Dianne Hough, and Barry Hough, (hereinafter the "Houghs") hereby agree to settle the above-styled matter as follows:

WHEREAS, the County brought this action to enforce an unpaid code enforcement lien filed against the Houghs and their property located at 47 Cormorant Drive, Key Largo, Florida, having a legal description of Lot 23, Block 13, Section 01, Township 61, Range 39, Sexton Cove Estates, Key Largo, Florida, (RE #: 00532701-038600), (hereinafter referred to as "the property"). as a result of violations found to exist by the Code Enforcement Special Master in case number U1-02-840 570; and

WHEREAS, said lien was imposed to secure a daily fine of \$50.00 per day which commenced running on May 14, 2002 and continued until the property was brought into compliance on or about October 1, 2005; and

WHEREAS, the County's lien against the property, as of October 1, 2005, had reached \$61,900.00 plus costs and attorneys fees; and

WHEREAS, the parties desire to resolve their differences amicably and buy peace in this matter; and

WHEREAS, as a sign of good faith, the Defendants, through counsel, have tendered a trust account check in the amount of \$15,000.00 to the County Attorney's Office;

NOW THEREFORE, the parties agree as follows:

1. The Defendants have submitted a trust account check in the sum of fifteen thousand dollars (\$15,000.00) representing the total sum due from the Defendants to the County for the fine, costs, and attorneys fees owed to the County as a result of the above-styled action.
2. The funds mentioned in paragraph one are currently being held in trust by the County Attorney's office until this agreement is approved by all parties at which time they will become the funds of Monroe County.
3. By entering into this agreement, each party agrees to waive any and all claims capable of being raised as a result of the underlying code enforcement case and/or the above-captioned matter.
4. Both parties warrant that they have had an opportunity to consult with counsel before entering into this agreement.
5. Each party agrees to bear its own costs and attorney's fees other than as specified in this agreement.
6. This three-page, written agreement contains the entire agreement of the parties.

7. After execution of this agreement by the Defendants, it shall be presented to the Board of County Commissioners at a public meeting of that body for consideration.
8. Within 10 days execution of the Settlement Agreement by the Mayor, the County shall enter a voluntary dismissal of the above-captioned matter with prejudice.

ATTEST:
DANNY L. KOLHAGE
CLERK:

BOARD OF COUNTY COMISSIONERS
OF MONROE COUNTY, Plaintiff

By: _____
Deputy Clerk

By: _____
Charles "Sonny" McCoy, Mayor

Dated _____

Dorothy F. Hough, Defendant.

Notary Public

(date)

Dianne Hough, Defendant.

Notary Public

(date)

Barry Hough, Defendant.

Notary Public

(date)